

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM464300

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Driver On Demand, LLC		03/02/2018	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RedCap Technologies, LLC		
<b>Street Address:</b>	330 HIMMARSHEE STREET		
<b>Internal Address:</b>	SUITE 210		
<b>City:</b>	FORT LAUDERDALE		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33312		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4078995	REDCAP YOUR CAR · OUR DRIVER · ON DEMAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3128623837		
<b>Email:</b>	raza.siddiqui@kirkland.com		
<b>Correspondent Name:</b>	Raza Siddiqui		
<b>Address Line 1:</b>	300 N. Lasalle		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	10670-39		
<b>NAME OF SUBMITTER:</b>	Raza Siddiqui		
<b>SIGNATURE:</b>	/razasiddiqui/		
<b>DATE SIGNED:</b>	03/05/2018		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Agreement**”), dated as of March 2, 2018, is made by Driver On Demand, LLC (“**Seller**”), a Florida limited liability company, in favor of RedCap Technologies, LLC (“**Buyer**”), a Florida limited liability company.

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement, dated as of January 1, 2017, as amended from time to time, by and between Seller and Buyer, under which Seller has agreed to sell certain intellectual property to Buyer, and Buyer has agreed to purchase such intellectual property, and Seller has agreed to execute and deliver this Agreement, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following:

1.1. the trademark “REDCAP,” including the trademark registration set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

1.2. all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

1.3. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

1.4. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. License. Buyer hereby grants to Seller (a) a nonexclusive license to use the Assigned Trademarks for a period of six (6) months from the date hereof in a manner, and for purposes, generally consistent with the manner and purposes of use of the Assigned Trademarks by Seller in the twelve (12) month period preceding the date hereof, and (b) a nonexclusive, perpetual license to use the trademark “RedCap” (but not any logos assigned hereunder) as a “doing business as” name and service mark in connection with third party on-demand driver services.

3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Agreement upon request by Buyer. Following the date hereof, at Buyer’s sole cost and expense,

Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

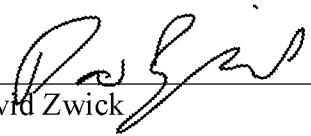
5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware, including the statutes of limitation, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application hereto of the laws of any jurisdiction other than the State of Delaware.

[signature page follows]

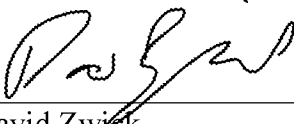
IN WITNESS WHEREOF, Seller has duly executed and delivered this Agreement as of the date first written above.

Driver On Demand, LLC

By:   
\_\_\_\_\_  
David Zwick  
Manager

AGREED TO AND ACCEPTED:


RedCap Technologies, LLC

By:   
\_\_\_\_\_  
David Zwick  
Chief Executive Officer

**SCHEDULE 1**

**Assigned Trademarks**

Trademark Registrations

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
REDCAP YOUR CAR · OUR DRIVER · ON DEMAND 	United States of America	4078995	03-JAN-2012